

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA

PAULS VALLEY HOSPITAL AUTHORITY  
d/b/a PAULS VALLEY GENERAL HOSPITAL,

Plaintiff,

v.

NEWLIGHT HEALTHCARE, LLC, A Texas  
limited liability company; LTC GROUP, LLC, A  
Texas limited liability company; and FIRST  
UNITED BANK AND TRUST CO., an Oklahoma  
Domestic Bank,

Defendants.

Case No. CIV-18-00826-F

**PLAINTIFF'S ANSWER TO  
DEFENDANT NEWLIGHT'S COUNTERCLAIM**

Plaintiff denies the allegations of Defendant NewLight's counterclaim except as specifically admitted below.

1. Plaintiff admits paragraph 1 of the Counterclaim.
2. Plaintiff admits that NewLight is based in Austin, Texas and that it purports to be a hospital management company specializing in rural hospitals; and that plaintiff has filed for Chapter 9 bankruptcy protection. Plaintiff denies the remaining allegations of paragraph 2 of the Counterclaim.
3. Plaintiff admits paragraph 3 of the Counterclaim.
4. Plaintiff admits paragraph 4 of the Counterclaim.
5. Plaintiff admits paragraph 5 of the Counterclaim.
6. Plaintiff denies paragraph 6 of the Counterclaim.

7. Plaintiff admits paragraph 7 of the Counterclaim.
8. Plaintiff admits that NewLight send the notice described in paragraph 8 of the Counterclaim, but denies the remaining allegations of paragraph 8.
9. Plaintiff admits that the payment from the City of Wynnewood was divided as set forth in paragraph 9 of the Counterclaim, but denies the remaining allegations of paragraph 9.
10. Plaintiff denies paragraph 10 of the Counterclaim.
11. Plaintiff denies paragraph 11 of the Counterclaim.
12. Plaintiff admits that NewLight sent the notice as described in paragraph 12 of the Counterclaim, but otherwise denies the allegations of paragraph 12.
13. Plaintiff admits that NewLight's management of the hospital ended on July 3, 2018, and that, since shortly thereafter, Alliance has managed the hospital, but denies the remainder of paragraph 13 of the Counterclaim.
14. Plaintiff admits that NewLight sent the notice as described in paragraph 14 of the Counterclaim, but otherwise denies the allegations of paragraph 14.
15. Plaintiff admits that NewLight sent the notice as described in paragraph 15 of the Counterclaim, but otherwise denies the allegations of paragraph 15.
16. Plaintiff admits that NewLight sent the letters as described in paragraph 16 of the Counterclaim, but otherwise denies the allegations of paragraph 16.
17. Plaintiff admits that NewLight sent the notice as described in paragraph 17 of the Counterclaim, but otherwise denies the allegations of paragraph 17.
18. Plaintiff denies paragraph 18 of the Counterclaim.

19. Plaintiff admits that NewLight sent the demand as described in paragraph 19 of the Counterclaim, but otherwise denies the allegations of paragraph 19.
20. Plaintiff admits the filing of NewLight's financing statement and the subsequent First Amendment, but denies the remainder of paragraph 20.
21. Plaintiff admits the issuance of a temporary restraining order by the District Court of Garvin County on August 15, 2018, and admits that closure of the hospital was considered but not approved by the plaintiff. Pauls Valley National Bank has acted within its rights. Plaintiff denies the remainder of paragraph 21.
22. Plaintiff admits paragraph 22 of the counterclaim.
23. Plaintiff denies paragraph 22 of the counterclaim.
24. Plaintiff denies paragraph 24 of the counterclaim.
25. Plaintiff denies paragraph 25 of the counterclaim.
26. Plaintiff admits paragraph 26 of the counterclaim.
27. Plaintiff admits paragraph 27 of the counterclaim.
28. Plaintiff denies paragraph 28 of the counterclaim.
29. Plaintiff denies paragraph 29 of the counterclaim.
30. Plaintiff denies paragraph 30 of the counterclaim.
31. Plaintiff admits paragraph 31 of the counterclaim.
32. Plaintiff denies paragraph 32 of the counterclaim.
33. Plaintiff denies paragraph 33 of the counterclaim.
34. Plaintiff admits paragraph 34 of the counterclaim.
35. Plaintiff denies paragraph 35 of the counterclaim.

36. Plaintiff denies paragraph 36 of the counterclaim.
37. Plaintiff admits paragraph 37 of the counterclaim.
38. Plaintiff denies paragraph 38 of the counterclaim.
39. Plaintiff denies paragraph 39 of the counterclaim.
40. The defendant has failed to join necessary parties (others who claim an interest in the collateral claimed by NewLight).
41. Plaintiff incorporates the allegations of its Petition (Doc. 1-1).
42. WHEREFORE, plaintiff demands judgment in its favor on the counterclaim for costs, including a reasonable attorney fee.

GARVIN AGEE CARLTON, P.C.

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**Certificate of Service**

On October 10, 2018, a copy of the foregoing was electronically filed with the Court using the CM/ECF system, which sent notification to all parties of interest entitled to notice as indicated below.

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s/ Brett Agee